

## **Ownership of Site; Agreement to Terms of Use**

These Terms and Conditions of Use (the “Terms of Use”) apply to the IDRuM web sites located at [www.idrum.us](http://www.idrum.us) and <http://www.dvrpc.org/asp/test/idrum/idrum.html> (collectively, the “Site”). The Site is the property of the Delaware Valley Regional Planning Commission (DVRPC). **BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.**

DVRPC reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, DVRPC grants you a personal, non-exclusive, non-transferable, limited license to enter and use the Site.

## **Content**

DVRPC in partnership with the Pennsylvania Department of Transportation (PennDOT) District 6, has developed the web-based Interactive Detour Route Mapping (IDRuM) application that organizes all existing PennDOT Emergency Detour Routes within the Southeastern Pennsylvania region into a manageable, easy-to-use interface. DVRPC has worked with PennDOT District 6 to update and reformat the detour route maps for all limited access highways within the region, replacing outdated paper maps with digital PDF maps. IDRuM compiles the PDF detour maps into a simple, “point-and-click” application. As exposure grew, the New Jersey Department of Transportation (NJDOT) decided to partner with DVRPC to expand IDRuM to the State of New Jersey.

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## **Your Use of the Site**

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any DVRPC server by “hacking,” password “mining” or any other illegitimate means.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of DVRPC or others.

### **Accounts, Passwords and Security**

A feature offered on the Site will require you to open an account (including setting up an ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify DVRPC immediately of any unauthorized use of your account or password, or any other breach of security.

You may not use anyone else's ID, password or account at any time without the express permission and consent of the holder of that ID, password or account. DVRPC cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

The Site is password protected so that only pertinent responders have access to sensitive data.

### **Privacy**

By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

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This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under DVRPC's control, and DVRPC is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

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### **Limitation of Liability**

Except where prohibited by law, in no event shall the DVRPC be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including but not limited to loss of profits, or loss of time, even if DVRPC has been advised of the possibility of such damages.

### **Indemnity**

You agree to indemnify and hold DVRPC, its officers, directors, stakeholders, predecessors, successors, employees, agents, subsidiaries and affiliates, harmless from any demand, loss, liability, claim or expense (including attorneys' fees), claimed against DVRPC by any third party due to or arising out of or in connection with your use of the Site. DVRPC shall not be responsible for any inaccuracies of data that is provided in DVRPC's applications, data, maps, and the like.

### **Violation of These Terms of Use**

DVRPC may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) DVRPC's rights or property, or the

rights or property of visitors to or users of the Site, including DVRPC's customers. DVRPC reserves the right at all times to disclose any information that DVRPC deems necessary to comply with any applicable law, regulation, legal process or governmental request. DVRPC also may disclose your information when DVRPC determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that DVRPC may preserve any transmittal or communication by you with DVRPC through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or DVRPC determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of DVRPC, its employees, users of or visitors to the Site, and the public.

You agree that DVRPC may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice. and will cause irreparable harm to DVRPC, for which monetary damages would be inadequate, and you consent to DVRPC obtaining any injunctive or equitable relief that DVRPC deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies DVRPC may have at law or in equity.

You agree that DVRPC may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If DVRPC does take any legal action against you as a result of your violation of these Terms of Use, DVRPC will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to DVRPC. You agree that DVRPC will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

### **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws

provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Philadelphia County, Pennsylvania, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between DVRPC and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

### **Void Where Prohibited**

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### **Feedback and Information**

Any feedback you provide at this site shall be deemed to be non-confidential. DVRPC shall be free to use such information on an unrestricted basis.

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